UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ANDRES A. MUNT-LOVELL NICHOLAS P. MUNT-LOVELL Plaintiff, v. THE INTERNATIONAL CAT ASSOCIATION, ("TICA"), a Texas nonprofit corporation; VICKI JO HARRISON, individually and in her official capacity as TICA President; BRENDA RUSSO, individually and in her official capacity as TICA Mid-Atlantic Regional Director; and FRANCES CARDONA, individually and in her official capacity as TICA Business Manager Defendants.	Case No. 2:25-cv-01665-JCC COMPLAINT FOR DAMAGES, DECLARATORY AND INJUNCTIVE RELIEF [JURY TRIAL DEMANDED]

I. INTRODUCTION

1. Plaintiffs are long-standing members and volunteers in TICA and founders of the SeaCats club. They successfully undertook to host TICA's 2023 Annual show in Tacoma, Washington ("2023 Annual").
2. Rather than support Plaintiffs' months of work, Defendants used their official positions to seize financial control, publish false accusations, interfere with venue and hotel contracts, and wrongfully discipline and ostracize Plaintiffs.
3. Defendants' campaign destroyed Plaintiffs' reputations, social life, and breeding program, caused substantial economic loss (including at least $22,000 in hotel attrition penalties), inflicted severe emotional distress, and harmed Plaintiffs' cats by collapsing the program built around TICA events and titles.
4. On August 7, 2025, Plaintiffs sent TICA's Board and counsel a detailed settlement letter to resolve these disputes; Defendants ignored it.
5. Plaintiffs seek damages and injunctive relief requiring a public retraction and correction of the false narrative Defendants spread.

II. JURISDICTION AND VENUE

1. This Court has subject-matter jurisdiction under 28 U.S.C. § 1332(a) because the amount in controversy exceeds $75,000, exclusive of interest and costs, and is between citizens of different states. Plaintiffs are residents of King County, Washington. Defendant The International Cat Association, Inc. ("TICA") is incorporated and headquartered in Texas. Defendant Vicki Jo Harrison resides in Texas. Defendant Frances Cardona resides in Texas. Defendant Brenda Russo resides in Pennsylvania.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

2. This Court has supplemental jurisdiction under 28 U.S.C. § 1367(a) over Plaintiffs' related state-law claims, as they form part of the same case or controversy.
3. Venue is proper in the Western District of Washington, Seattle Division under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to these claims occurred in King County, Washington, where Plaintiffs reside, conduct business, and suffered reputational and economic harm.

III. PARTIES

1. Plaintiff Andres A. Munt-Lovell is an individual residing in King County, Washington. Andres is a longtime breeder, exhibitor, and club officer within The International Cat Association ("TICA"), and co-founder of SeaCats, the TICA-chartered club that hosted the 2023 TICA Annual in Tacoma, Washington.
2. Plaintiff Nicholas P. Munt-Lovell is an individual residing in King County, Washington. Nicholas is a longtime breeder, exhibitor, and officer within TICA, and co-founder of SeaCats. Nicholas also managed show production and club operations for the 2023 Annual.
3. Defendant The International Cat Association, Inc. ("TICA") is a nonprofit corporation organized under the laws of the State of Texas, with its principal offices located in Harlingen, Texas. TICA conducts business nationwide and internationally, including in Washington State, where it sanctions shows, charters clubs, and collects registration fees.
4. Defendant Vicki Jo Harrison is an individual residing in Texas. At all times relevant, Harrison served as President of TICA and was directly involved in the decisions, statements, and actions challenged in this lawsuit.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

5. Defendant Brenda Russo is an individual residing in Pennsylvania. At all times relevant, Russo served as TICA's Mid-Atlantic Regional Director and acted in concert with Harrison and others in assuming unauthorized control of Plaintiffs' club finances and publishing defamatory statements.
6. Defendant Frances Cardona is an individual residing in Texas. At all times relevant, Cardona served as TICA's Business Manager and was directly involved in communications with venues, the publication of a fabricated audit "debt," and other acts described herein.

IV. FACTUAL ALLEGATIONS

A. Hosting of the 2023 Annual

1. SeaCats and Plaintiffs were selected to host TICA's 2023 Annual in Tacoma, Washington.
2. Plaintiffs secured the Greater Tacoma Convention Center ("GTCC") and Marriott Tacoma Downtown, coordinated vendors, and paid deposits and invoices.

B. Board-Directed Changes and Unusual Contract Terms

1. In September 2022, TICA leadership, including President Harrison and other Board members, involved Helms Briscoe in hotel contracting.
2. At leadership's direction, Plaintiffs moved the banquet and Board meetings from GTCC to the Marriott Tacoma Downtown, which:
    a. Triggered penalties with GTCC for unused banquet/boardroom space; and
    b. Bound SeaCats to an 80% room-block attrition clause that later cost ≈ $22,000.
3. The entire Marriott contract was circulated to Harrison and other Board members, who reviewed and okayed it before execution.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

C. TICA Scheduling Depressed Entries

TICA scheduled another cat show the week before the Annual—contrary to ordinary practice—which depressed attendance and reduced Plaintiffs' ability to meet the Marriott attrition requirement.

D. Russo's Takeover Demands and Unauthorized Diversions

1. Beginning on or about August 25, 2023, Russo and Harrison began pressing Plaintiffs for club records and financial access.
2. On August 31, 2023, Russo messaged Plaintiff Andres:

> "Vicki Jo has appointed me to handle the show treasurer position… Please forward the show financials with regards to vendors owed and paid, judges owed paid and any other outstanding expenses…"

3. Russo had no authority to assume SeaCats' treasurer role; Harrison had no authority to "appoint" her.
4. On September 2, 2023, Russo transferred $800 from SeaCats' PayPal to herself without authorization.
5. By show week, Russo inserted her personal account as payee on SeaCats' TicketLeap account to redirect ticket revenues. Harrison ratified this diversion by instructing Plaintiffs not to change it.

E. Forced Resignation Under Duress; Public Confrontation

1. On September 2, 2023, after repeated calls accusing Plaintiffs of being drug users and of appearing intoxicated at a memorial service for a former TICA judge, Plaintiffs resigned as show managers under duress and handed duties to the Northwest Regional Director.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

2. That same weekend, Harrison and Russo confronted Plaintiffs at the memorial, demanded financial control, and confirmed Russo's TicketLeap takeover.

F. Plaintiffs' Plea for Help Ignored

1. On September 6, 2023, Plaintiff Andres texted Harrison: "Vicki Jo can we speak? I made a lot of bad decisions over the last week and I will own up to them, publicly. Right now we are being bombarded and I am legitimately scared." Harrison read but ignored the message.

2. Rather than addressing false rumors or protecting Plaintiffs, Harrison and the Board escalated the situation through public posts that prejudged guilt.

G. Liaison and Reporting Regime Signaling "No Confidence"

1. In September 2022, Harrison appointed a Board "liaison" to supervise SeaCats and required quarterly reporting—measures never imposed on any other Annual host club.

2. These unprecedented acts signaled Board "no confidence," lowered exhibitor trust, and reduced show entries.

H. Cardona's Interference with Venue and Hotel Communications

1. On the Monday of show week, Defendant Frances Cardona (TICA's Business Manager) contacted GTCC liaison Rachel Johnson and falsely claimed she would serve as point of contact.

2. Cardona also asked Marriott coordinator Sarah Aldous to BCC her on all communications with Plaintiffs regarding room blocks, banquet logistics, and payments.

3. Cardona's interference diverted communications, sowed confusion, and impeded vendor coordination. On information and belief, she used this access to bolster the false narrative of mismanagement.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

I. Harrison's September 19, 2023 Prejudgment Post

1. On September 19, 2023, Harrison posted publicly that "various reports" were "circulating" about the Annual, that the Board was "taking this matter very seriously," and that a special meeting would be held on October 11, 2023 to "come to some type of resolution."
2. This vague but ominous post amplified gossip and signaled to the community that Plaintiffs had engaged in misconduct before any fair process was held.

J. The October 11, 2023 Public Statement

1. On October 11, 2023, the TICA Board issued a Facebook statement declaring they had discovered unpaid amounts in Tacoma, advanced funds, and would set a hearing against "responsible parties within SeaCats," pursue reimbursement, and plan a legal response.
2. These statements were false. GTCC was fully paid weeks before the event, banquet shortfalls had been disclosed, and the Board had directed the Annual to proceed. The show was never in jeopardy of cancellation.
3. By labeling Plaintiffs "responsible parties" and pledging legal action, Defendants cast Plaintiffs as guilty of misconduct before any hearing occurred.

K. Social-Media Defamation and Republication

1. After the Annual, unofficial Facebook groups using the TICA name spread defamatory statements about Plaintiffs.
2. TICA officials were members of these groups and did nothing to correct the record.
3. Judges Alex Marinets and Debbie Prince publicly posted about the situation, repeating false claims.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

4. In October–November 2023, Russo told groups of members that Plaintiffs "snorted up the banquet money," falsely imputing criminal drug use and theft. The accusation spread widely across the TICA community.

L. Secret/Exclusionary Proceedings; Sham Hearing

1. On September 20, 2023, the Board held an emergency meeting regarding the Annual without contacting Plaintiffs.
2. On October 11, 2023, the Board again met and suspended Plaintiffs' services without notice or invitation.
3. In May 2024, Plaintiffs attempted to participate in a hearing, but when they declined to discuss pending legal actions in executive session, Harrison yelled at them and terminated the call.
4. The official minutes omitted Plaintiffs' presence, rendering the process a sham.

M. March 2024 Email Request Ignored

1. On March 5, 2024, Plaintiff Andres A. Munt-Lovell sent an email to TICA's counsel, Susan Adler, inquiring about the basis of the Board's disciplinary actions. Plaintiffs noted: "we received your notice informing us of the actions against us but we never received a formal complaint with detailed allegations. I'm just curious to see the involvement… in fabricating and spreading whatever it is that was spread."
2. Plaintiffs further expressed good faith, stating: "Unofficially, once this is resolved we plan on repaying the money that was paid for what we owed for judges, fees and travel/lodging expenses… we acknowledge our commitment and responsibility to the judges."

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

3. TICA and its counsel never responded. No formal written charges or detailed complaint were ever provided to Plaintiffs, despite the Board's continued actions and public statements accusing them of financial misconduct.
4. The refusal to provide Plaintiffs with basic notice or documentation of the allegations underscores the prejudged and fabricated nature of the proceedings and reflects Defendants' bad faith and reckless disregard for Plaintiffs' rights.

N. Audit Letter Fabricating a Debt

1. On September 6, 2024, Cardona sent an audit confirmation letter to TICA's auditors falsely stating Plaintiffs owed $63,532.59. No such debt existed.
2. This fabricated debt falsely portrayed Plaintiffs as dishonest and insolvent, cementing the defamatory narrative in TICA's official records.

O. Settlement Letter Ignored

On August 7, 2025, Plaintiffs sent a settlement and retraction demand to TICA's Board and counsel offering to resolve all claims for $250,000. Defendants ignored it.

P. Damage to Reputation, Business, Program, and Animals

Defendants' conduct destroyed Plaintiffs' reputations and standing in the cat fancy, collapsed their breeding program, derailed kitten placements and show plans, and harmed their animals by eliminating the title/show structure upon which placements and contracts relied.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

V. CAUSES OF ACTION

Count I – Defamation (Libel/Slander Per Se) & False Light

Against Defendants Cardona, Harrison, Russo, and TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Defamation under Washington law requires publication of a false statement of fact causing reputational harm. Per se defamation applies where the statement imputes criminal conduct, dishonesty, or unfitness in one's trade or profession. False light arises where publicity places a person before the public in a false, highly offensive position.

C. Factual Allegations

1. On September 19, 2023, Defendant Harrison, in her capacity as TICA President, published a statement on Facebook announcing that "various reports" were "circulating about the issues that took place at the recent Annual in Tacoma" and that the Board would hold a "special meeting on October 11th to come to some type of resolution."
2. this post invited and amplified community gossip without clarifying that the reports were false or unsubstantiated. By suggesting Plaintiffs were under investigation for misconduct, Harrison placed them in a false light before the membership, fostering suspicion and reputational damage in advance of any proceeding.
3. On October 11, 2023, the TICA Board, led by Harrison, published an official statement on Facebook declaring that:

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

a. "Upon arrival in Tacoma we were informed about outstanding monies which were required to be paid for the show and banquet to move forward. We advanced the necessary funds."

b. "In order to protect TICA's reputation, we are going to advance those funds as well."

c. "We will set a hearing regarding further actions against the responsible parties within SeaCats. We will pursue reimbursement of all monies that were advanced and strategizing details of our legal response to the situation."

4. These public statements were false and misleading. The Greater Tacoma Convention Center was fully paid weeks before the event, and the only unsettled banquet costs had been disclosed to TICA leadership in advance. Board members, including Harrison, directed that the Annual proceed. At no time was the show in jeopardy of cancellation, contrary to Defendants' implications.

5. By declaring that TICA had to "advance funds," and that it would pursue reimbursement and legal action against "responsible parties within SeaCats," Defendants cast Plaintiffs as guilty of financial misconduct before any hearing or due process had been held.

6. In October–November 2023, Defendant Russo escalated this narrative by telling groups of TICA members that Plaintiffs had "snorted up the banquet money." This false statement directly imputed criminal drug use and theft to Plaintiffs.

7. Defendant Cardona, in her role as TICA's Business Manager, reinforced the false narrative by misrepresenting financial responsibility to venues, and on September 6, 2024, she issued a fabricated "audit confirmation" letter to Carr, Riggs & Ingram, LLC, falsely asserting Plaintiffs owed TICA $63,532.59.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

8. TICA judges, including Debbie Prince, repeated allegations of drug use and financial impropriety to members and harassed individuals who supported Plaintiffs. Judges, including Prince, made posts to unofficial TICA-affiliated Facebook groups, republishing defamatory claims. TICA officials who were members of those groups did nothing to correct or retract the falsehoods, thereby ratifying them.

9. All of these statements were false: Plaintiffs never misappropriated or concealed funds, never engaged in drug use, fully paid GTCC, and disclosed banquet shortfalls in advance. Defendants knew these facts or acted with reckless disregard for their truth, but published and repeated the statements to shift blame and scapegoat Plaintiffs.

10. The unanswered March 5, 2024 request demonstrates Defendants' reckless disregard for truth, as Plaintiffs were denied even the opportunity to understand or contest the allegations being spread.

D. Violation

Defendants' publications constitute defamation per se, as they imputed criminal conduct, dishonesty, and unfitness in Plaintiffs' trade and profession. The statements also placed Plaintiffs in a false light before the TICA membership and broader cat fancy community.

E. Damages

As a direct and proximate result, Plaintiffs suffered destruction of their reputations, collapse of their breeding program, loss of business and show opportunities, social ostracism, and severe emotional distress. Plaintiffs seek compensatory, punitive, and statutory damages.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

Count II – Tortious Interference with Business Expectancy

Against Cardona, Harrison, Russo, and TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Interference lies where Defendants, with knowledge of Plaintiffs' expectancies, intentionally interfered by improper means or motives, causing damages.

C. Factual Allegations

1. Plaintiffs' expectancies included kitten placements, stud services, show hosting/participation, and contracts with GTCC and Marriott.
2. Cardona diverted communications with GTCC/Marriott and misrepresented herself as POC; Russo claimed she was "appointed" treasurer and demanded all records; Harrison ratified both.
3. The interference confused venues, delayed payments, and contributed to ≈ $22,000 attrition penalties, while the defamatory campaign drove away buyers and collaborators.

D. Violation

Defendants intentionally interfered with Plaintiffs' business relationships and future expectancies.

E. Qualified Immunity

None.

F. Damages

Lost sales, penalties, reduced entries/revenue, loss of goodwill.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

Count III – Wrongful Suspension/Expulsion (RCW 24.03A.115 & .130)

Against Cardona, Harrison, Russo, and TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Washington's Nonprofit Corporation Act requires fair and reasonable procedures before suspension/expulsion.

C. Factual Allegations

1. The September 19, 2023 post shows that the TICA Board, under Harrison's leadership, was already preparing disciplinary action weeks before affording Plaintiffs any notice or hearing.
2. This public telegraphing of "resolution" pre-hearing demonstrates prejudgment and lack of fair and reasonable procedure, in violation of Washington nonprofit law.
3. On Oct. 11, 2023, TICA suspended Plaintiffs' services without notice or a fair hearing and threatened their cats' titles.
4. The May 2024 "hearing" was a sham—Harrison yelled at Plaintiffs and terminated their participation; minutes omitted their presence.
5. Defendants' failure to respond to Plaintiffs' March 5, 2024 request for the formal complaint further shows Plaintiffs were never given fair and reasonable procedures under RCW 24.03A.

D. Violation

Defendants violated RCW 24.03A by imposing discipline without fair process.

E. Qualified Immunity

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

None.

F. Damages

Reinstatement/expungement, compensatory damages for economic and reputational injury.

Count IV – Breach of Fiduciary Duty

Against Cardona, Harrison, and Russo; vicarious liability & ratification by TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Directors/officers owe duties of loyalty, care, and good faith (including fair treatment of members; honest financial stewardship).

C. Factual Allegations

1. Harrison approved/encouraged a takeover of SeaCats' finances (including asking Plaintiffs not to change Russo's TicketLeap payee).
2. Russo diverted PayPal/TicketLeap funds and spread accusations of criminal conduct.
3. Cardona usurped communications with GTCC/Marriott and fabricated a $63,532.59 "debt" in an auditor letter.
4. All three used office to scapegoat Plaintiffs; TICA ratified the conduct.
5. Ignoring Plaintiffs' March 5, 2024 inquiry into the charges violated Defendants' duties of care, loyalty, and good faith toward members.

D. Violation

Breach of loyalty, care, good faith.

E. Qualified Immunity

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

None.

F. Damages

Compensatory damages, disgorgement, and punitive damages.

Count V – Washington Consumer Protection Act (RCW 19.86)

Against All Defendants

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

RCW 19.86 prohibits unfair or deceptive acts in trade or commerce that affect the public interest.

C. Factual Allegations

1. TICA sells registrations, titles, and show services; members and the public rely on its integrity.
2. Defendants' false statements, wrongful suspensions, title threats, and fabricated audit debt were unfair/deceptive and public-facing, distorting the market for pedigree cats and show services.

D. Violation

Unfair/deceptive acts affecting the public interest.

E. Qualified Immunity

None.

F. Damages

Treble damages, attorneys' fees, and injunctive relief.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

Count VI – Conversion / Unjust Enrichment / Accounting

Against Russo and TICA (ratification); aiding/abetting by Harrison

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Conversion is wrongful dominion over another's property; unjust enrichment requires restitution; an accounting is proper where funds are controlled by Defendants.

C. Factual Allegations

1. Sept. 2, 2023: Russo took $800 from SeaCats' PayPal.
2. Russo inserted her personal account as TicketLeap payee to receive event proceeds; Harrison asked Plaintiffs not to change it; TICA kept the benefit.

D. Violation

Conversion and unjust enrichment; accounting warranted.

E. Qualified Immunity

None.

F. Damages

Restitution, prejudgment interest, constructive trust, full accounting.

Count VII – Civil Conspiracy

Against Cardona, Harrison, Russo, and TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

A civil conspiracy exists where two or more act in concert to accomplish an unlawful purpose or a lawful purpose by unlawful means.

C. Factual Allegations

1. Aug. 31, 2023: Russo wrote that "Vicki Jo has appointed me to handle the show treasurer position," and demanded all financials.
2. Show week: Cardona substituted herself with GTCC and Marriott and requested BCC access to all communications.
3. Harrison's September 19, 2023 announcement of a scheduled Board meeting to "come to some type of resolution" confirms that the Board was already acting in concert to strategize action against Plaintiffs.
4. This overt act preceded and set the stage for the October 11 Board statement blaming Plaintiffs as "responsible parties." Together, these acts demonstrate a coordinated conspiracy among TICA officers to scapegoat Plaintiffs.
5. Oct. 11, 2023: TICA publicly blamed Plaintiffs and suspended them.
6. Sept. 6, 2024: Cardona published a false $63,532.59 debt to auditors.
7. The silence in response to Plaintiffs' March 5, 2024 request is consistent with the conspiracy to fabricate charges internally, conceal the lack of basis, and scapegoat Plaintiffs without fair process.
8. The above acts are overt steps in a common scheme to defame, displace, and punish Plaintiffs.

D. Violation

Defendants combined to commit defamation, interference, conversion, and wrongful discipline.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

E. Qualified Immunity

None.

F. Damages

All damages alleged herein; punitive damages.

Count VIII – Intentional Infliction of Emotional Distress (Outrage)

Against Cardona, Harrison, Russo, and TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

Outrage lies where conduct is extreme and outrageous, intentionally or recklessly causing severe emotional distress.

C. Factual Allegations

1. Memorial confrontation: On the Friday before the show, Harrison and Russo confronted Plaintiffs at a memorial, demanded financial control, and insisted the TicketLeap diversion remain.
2. Forced resignation: After accusations of drug use and intoxication, Plaintiffs resigned under duress.
3. The September 19, 2023 post publicly suggested misconduct by Plaintiffs at a time when rumors were already circulating within the cat fancy community.
4. By stoking suspicion and leaving accusations vague, Harrison deliberately subjected Plaintiffs to humiliation, ostracism, and emotional distress, which was compounded by the October 11, 2023 statement directly accusing them of financial misconduct.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

5. Sham hearing: May 2024—Harrison yelled at Plaintiffs and ejected them; minutes erased their attendance.
6. Public shaming: Defendants spread and ratified false criminal allegations, collapsed Plaintiffs' program, and harmed their animals.

D. Violation

Defendants' conduct exceeds all bounds of decency and caused severe distress.

E. Qualified Immunity

None.

F. Damages

Compensatory and punitive damages.

Count IX – Negligent Supervision & Ratification

Against TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

An organization is liable for negligent supervision of its agents and for ratifying their torts.

C. Factual Allegations

1. TICA knew or should have known that Russo and Cardona were misusing financial access and spreading falsehoods.
2. TICA ratified the conduct by suspending Plaintiffs, publishing the Oct. 11 statement, retaining diverted proceeds, and failing to retract even after Plaintiffs' Aug. 7, 2025 settlement letter.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

D. Violation

Negligent supervision and corporate ratification.

E. Damages

All compensatory damages alleged; attorneys' fees under CPA.

Count X – Breach of Implied-in-Fact Contract / Covenant of Good Faith

Against TICA

A. Incorporation of Facts

Plaintiffs incorporate all preceding paragraphs as if fully set forth herein.

B. Legal Basis

A contract arose from SeaCats' selection as host and TICA's approval of budgets/venues, with an implied covenant of good faith and fair dealing.

C. Factual Allegations

1. SeaCats undertook hosting duties and TICA approved the Marriott terms.
2. TICA then undermined Plaintiffs by seizing financial control, imposing a liaison/quarterly reporting, and publicly blaming Plaintiffs for issues TICA approved.

D. Violation

Breach of implied-in-fact hosting agreement and covenant of good faith.

E. Qualified Immunity

None.

F. Damages

Economic losses (including ≈$22,000 penalties), reputational harm.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

VI. DAMAGES

A. On August 5, 2025, Plaintiffs sent a settlement letter to Defendants and their counsel offering to resolve this dispute for $250,000. That amount was expressly framed as a discounted pre-suit settlement opportunity, intended to avoid the costs and burdens of litigation and provide Defendants a chance to mitigate further harm.

B. Defendants ignored the settlement letter and continued to refuse to retract or correct their false statements. Defendants' inaction compounded Plaintiffs' reputational injuries, prolonged stigma within the cat fancy community, and forced Plaintiffs to pursue litigation to obtain full redress.

C. Plaintiffs now seek their full measure of damages, which far exceeds the amount offered in the August 5, 2025 settlement letter. Plaintiffs' actual losses and injuries include:

1. Economic losses in excess of $50,000, including but not limited to:
    a. ≈ $22,000 in hotel attrition penalties;
    b. Diversion of club funds by Russo via PayPal and TicketLeap;
    c. Lost entries, vendor revenues, and sponsorships tied to the 2023 Annual; and
    d. Collapsed kitten sales and placements stemming from reputational harm.
2. Reputational harm and emotional distress valued at not less than $1,000,000, including:
    a. Loss of standing in TICA and the broader cat fancy;
    b. Collapsed breeding program,
    c. Public humiliation from repeated defamatory statements, including false accusations of criminal drug use and theft;
    d. Social ostracism, exclusion from shows, and destruction of community ties.

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

3. Punitive damages of at least $1,000,000 to punish and deter Defendants' malicious conduct, including but not limited to:
   a. Publishing a knowingly false "audit debt" of $63,532.59 to outside auditors;
   b. Usurping financial control of SeaCats through unauthorized diversions and fabricated authority;
   c. Publicly accusing Plaintiffs of mismanagement and criminal conduct with knowledge of falsity.
4. Statutory damages under the Washington Consumer Protection Act (RCW 19.86), including treble damages, attorneys' fees, and costs.

D. The total damages sought in this action are not less than $2,500,000, exclusive of statutory trebling, attorneys' fees, and injunctive relief. Plaintiffs emphasize that this amount reflects the true scope of compensatory, reputational, and punitive harm, as opposed to the discounted $250,000 pre-suit offer Defendants chose to ignore.

VII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment in their favor and against Defendants, jointly and severally, as follows:

A. Compensatory damages in an amount to be proven at trial, but in no event less than $2,500,000, to redress Plaintiffs' economic losses, reputational harm, emotional distress, and collapse of their breeding program;

B. Punitive damages of at least $1,000,000 to punish and deter Defendants' malicious, intentional, and reckless misconduct;

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

C. Statutory damages, treble damages, attorneys' fees, and costs under the Washington Consumer Protection Act, RCW 19.86.090;

D. Restitution and disgorgement of all funds wrongfully diverted from Plaintiffs' PayPal, TicketLeap, or other accounts, together with prejudgment interest;

E. An order for a full accounting of all show proceeds, ticketing funds, PayPal transactions, sponsorships, donations, and advances connected to the 2023 Annual, with a constructive trust imposed over any improperly retained funds;

F. Injunctive relief requiring Defendants to:

1. Issue a public retraction and correction of all defamatory statements made about Plaintiffs' alleged financial misconduct, prominently posted on TICA's website for no less than ninety (90) days and circulated to all TICA members, judges, regional lists, and official or unofficial TICA-affiliated forums and social media groups where the false statements were propagated;

2. Withdraw and correct the September 6, 2024 "audit confirmation" letter asserting a $63,532.59 debt, and amend any TICA books, records, or filings to remove that false claim;

3. Expunge and declare void the October 11, 2023 suspension and all related disciplinary actions taken against Plaintiffs for lack of due process under RCW 24.03A;

4. Refrain from republishing or causing to be republished defamatory statements about Plaintiffs.

G. Declaratory relief that Defendants' October 11, 2023 suspension and subsequent disciplinary actions were wrongful, void, and without due process of law;

H. Pre- and post-judgment interest as allowed by law; and

Munt-Lovell, pro se
19611 140th Ave SE
Renton, WA 98058
muntlovell@outlook.com

I. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted this 28th day of August, 2025.

Andres Munt-Lovell
Plaintiff, Pro Se
19611 140th Ave SE
Renton, WA 98058
206.491.9420
muntlovell@outlook.com

Nicholas Munt-Lovell
Plaintiff, Pro Se
19611 140th Ave SE
Renton, WA 98058
206.418.9465
muntlovell@outlook.com